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ENTERTAINMENT AND SPORTS LAW

GORDON I. KIRKE, Q.C.

VOLUME 1: SPORTS LAW

2001

FACULTY OF LAW

UNIVERSITY OF TORONTO

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STANDARD PLAYER CONTRACT AND COLLECTIVE AGREEMENTS

Introductory Notes

Introduction:

The employer-employee relationship in professional sports is highly regulated and relatively few aspects of the relationship are subject to individual amendment or negotiation. Player contracts are standard forms which regulate most of the basic terms of the player's employment. The League By-Laws regulate, amongst other things, the allocation, registration and movement of players. Finally, the Collective Agreements lay down common minimum standards of employment, benefits and grievance procedures. The only items left open to individual negotiation are the length of service and the quantum and form of remuneration. In situations where a Standard Player Contract is modified, the league's Collective Agreements mandate that the changes can only be to the benefit of the player.

Standard Player Contract

Originally, the contents of the Standard Player Contract were devised unilaterally by team management. The contracts granted sweeping powers to the club and imposed detailed obligations on the player. These contracts were offered to the player on a "take-it-or-leave-it" basis. However, with the development of collective bargaining in professional sports, this inequality in bargaining power has been remedied to some extent. The Collective Agreements of the various Leagues protect the players interests by prescribing the Standard Form Contract and the amendments that would be acceptable. Further, in the event of conflict between the Collective Agreement and any other contract (the Standard Form Contract or League By-Laws) the Collective Agreement will govern.

At present, Standard Player Contracts in professional sports impose three major obligations on the players: (1) to play for and train with the club; (2) to maintain good physical condition; and (3) to abide by the rules of the league and the club. In return, the club is obliged to pay the player's salary. Standard Player Contracts generally contain a "Unique Skill Provision" in which the player expressly acknowledges having a unique skill or ability, the loss of which cannot be adequately compensated for by damages. These clauses also stipulate that the club reserves the right to enjoin the player from performing that skill for any other person or club during the term of the contract. (C.F.L. - Section 13; N.F.L. - Section 6; Baseball - Section 4).

In addition, these Standard Player Contracts give the club a "Power of Assignment" which allows the club to trade or sell players by assigning their contracts to other teams in return for money or the assignment of another player's contract. (C.F.L. - Section 14; N.F.L. - Section 11; Baseball - Section 6). Athletes with special bargaining power may be able to amend this provision by replacing it with a "No-Trade" clause so that the club is precluded from assigning the player's contract without the player's consent. Alternatively, under a limited trade clause the club may only be precluded from assigning the player's contract to specific teams without the player's consent.

These contracts also contain option clauses which give the club the right to extend the term of service, usually with the same obligations as in the last year of the original contract (C.F.L. - Section 3; N.H.L. - Section 18; Baseball - Section 10). Finally, these contracts often contain clauses which hold the club liable for the player's salary in the event of injury provided that the injury was sustained as a result of the player's service to the club and was not a general want of fitness.

There are some terms of the Players Contracts that are open to individual negotiation. The most common areas of negotiation include the length of the contract, the base salary and form of payment, performance incentives and bonuses, payment of expenses to players, and whether the contract is to be wholly or partially "guaranteed" by the club (ie. will the player receive his full salary if he is permanently injured, sent to the minors, or traded to another team at a lower salary).

Collective Agreements

Under collective bargaining, the Players' Association bargains on behalf of all players on all teams throughout the League and deals with representatives of all teams. The athletes differ from many other "unionized" employees in that they are a small, relatively elite group of "entertainers" (ranging from fringe players to superstars) with short careers and a high rate of turnover. There is no attempt made to standardize or equalize pay as the Players Association sets only the minimum level of salaries. As previously discussed, specific salary negotiations are left to individual negotiation. The Collective Agreements are primarily concerned with the general working conditions, grievance arbitration and disciplinary action. Dispute resolution and arbitration procedures are designed to provide fair, expeditious and orderly procedures to resolve player-club conflicts. Discipline clauses set out a general principal that the player must obey the reasonable rules of the club, and further state that the club cannot discipline a player without just cause.

IMMORAL CONDUCT IN SPORTS

Drug Use

Introductory Notes

Over the past 10 years there have been a number of well publicized cases involving baseball, hockey and basketball players which have focused the attention of the public, the sporting bodies and athletes on the issues of drug use and drug prevention.

The drugs most commonly involved fall within two broad categories: performance enhancing drugs such as cocaine, amphetamines and anabolic steroids and drugs such as marijuana, heroin and LSD which are not regarded as performance enhancing substances.

The increased use of drugs in professional sports has been attributed to a number of causes including: higher player salaries, increased media and public pressure on players, and the general increase in the use of drugs in society as a whole.

From the perspective of the clubs and professional sporting bodies, drug use has raised a number of grave concerns, including:

- (a) the athlete's health (several star athletes have died in recent years of drug overdoses);

- (b) effect of drug use on the "image" of the professional league or a particular team in the league; and
- (c) the potential involvement of [organized] crime.

The response of clubs and professional sports governing bodies has varied. When drug use first became a serious public issue approximately 10 years ago, the reaction of clubs and sporting bodies generally focused on detection and punishment of drug users. League presidents, in the purported exercise of disciplinary powers given to them to protect the "integrity of the sport", began to impose heavy fines, lengthy suspensions and, on occasion, lifetime bans. In addition, clubs and professional sports leagues began to clamour for the imposition of mandatory drug testing. The imposition of mandatory drug tests has lead to protracted disputes and negotiations with the players' unions. While generally supportive of the need to rid professional sports of drug use, the players have raised a number of concerns with mandatory drug testing, including:

- (i) the invasion of personal privacy of the athlete;
- (ii) the confidentiality of drug test results;
- (iii) the confidentiality of the athlete's private medical history; and
- (iv) the need to stress education and treatment rather than punishment.

In the following pages we have set out a summary of several recent arbitration decisions dealing with the attempts of various sporting leagues to deal with issues imposed by the imposition of various types of drug testing. As will be seen, unilateral imposition of drug testing has generally been found to contravene provisions of the various collective agreements.

As a result of the players' concerns about mandatory drug testing, the emphasis has now shifted somewhat to *counselling* players on the dangers of drug use and to the provision of drug rehabilitation services (for example, see the Baltimore Orioles Program and the NFL Treatment Program referred to in the pages following.) In a similar vein, the National Basketball Association has established a program whereby a player may voluntarily submit to drug rehabilitation while still collecting full pay. If the player uses the rehabilitation program twice, the player is suspended without pay during treatment. On the player's third visit to the rehabilitation program the player may be permanently banned from the sport. In addition, if the player is found guilty by a court of using or distributing heroin or cocaine, the player faces an immediate lifetime ban.

It is interesting to note that professional sports bodies are concerned almost exclusively with drugs such as cocaine, heroin and marijuana. Performance enhancing drugs such as anabolic steroids are largely ignored (with the notable exception of cocaine). For example, the NBA Drug Program referred to above relates solely to cocaine and heroin, and the Baltimore Orioles Drug Abuse Program is aimed solely at the detection of cocaine and marijuana. Conversely, drug testing in amateur sports (particularly in Canada) is aimed primarily at performance enhancing drugs (see the pages following).

The combination of drug testing, suspension and in some cases lifetime bans, appears to have had a dramatic effect in reducing drug use. For example, in the 1983 Pan American Games, more than 20 medals were forfeited because of drug detection. However, of the approximately 1,500 athletes tested at the Olympic Games in 1984, only 5 tested positive for drug use.

ARBITRATION BETWEEN NFL MANAGEMENT COUNCIL AND NFL PLAYERS
ASSOCIATION - RE POST SEASON PHYSICAL EXAMINATIONS - DECISION OF
SAM KAGEL, SAN FRANCISCO, CALIFORNIA, OCTOBER 20, 1986

The issue in this arbitration was whether NFL clubs were entitled under the NFL Collective Bargaining Agreement and the NFL Standard Player Contract to require all players or their clubs to submit to mandatory post-season drug testing.

In December 1985 the Management Council of the NFL instructed the Presidents, General Managers and Head Coaches of NFL clubs that they were authorized under the NFL Collective Bargaining Agreement to require players to submit to drug tests in post-season physical examinations. Such tests were to be given to all players on the team. If the player refused to take the post-season drug test, the Management Council instructed the clubs that they could fine the player.

On the final weekend of the 1985 NFL season, several clubs acting on the advice of the Management Council, requested that their players take urinalysis tests to detect drugs. The clubs argued that such tests were authorized by a provision in the NFL Collective Bargaining Agreement which provided:

"If the club requests a post-season physical examination, the player will co-operate in such examination."

In addition, the clubs argued that such tests were authorized by a clause in the NFL Standard Player Contract which provided:

"Player will undergo a complete physical examination by the club physician upon club request, during which physical examination player agrees to make full and complete disclosure of any physical or mental condition known to him which might impair his performance under this contract and to respond fully and in good faith when questioned by the club physician about such condition..."

At the request of the NFL Players Association ("NFLPA") most of the players refused to take the post-season drug tests. The clubs then imposed fines of \$1,000.00 on each player who refused to take the test.

The NFLPA argued that the new drug testing program unilaterally imposed by the clubs, contravened another provision of the Collective Agreement which specifically established a drug testing and drug dependency program. This provision stated:

"The club physician may, upon reasonable cause, direct a player to Hazelden (a drug dependency foundation in Minnesota) for testing for chemical abuse or dependency problems. There will not be any spot checking for chemical abuse or dependency by the club or club physician". (emphasis added).

In addition, the NFLPA argued that the new drug testing program contravened another provision of the Collective Agreement which while authorizing drug testing by clubs, was limited in its terms to pre-season drug tests.

The arbitrator, Sam Kagel, held that the new post-season drug tests contravened the NFL Collective Bargaining Agreement. The only provisions of the Collective Agreement which authorized drug testing were limited to pre-season tests and tests on individual players upon reasonable cause (see above). Although other

provisions in the Collective Agreement and the Standard Player Contract could be broadly interpreted to include a right to additional drug tests, the arbitrator held that the specific drug testing provisions precluded such an interpretation.

In arriving at his conclusion, the arbitrator held that one must look at the history of the negotiations between management and the NFLPA in arriving at the proper meaning and scope of the various provisions relating to drug testing and physical examinations. The negotiations preceding the enactment of the various provisions dealing with drug testing and physical examinations, clearly indicated that the intention of the parties was to limit drug testing to pre-season and tests for reasonable cause.

ARBITRATION BETWEEN NFL MANAGEMENT COUNCIL, NFL PLAYERS ASSOCIATION AND NFL - RE ROZELLE AUGMENTED DRUG PROGRAM - DECISION OF RICHARD KASPER, BRYN MAWR, PENNSYLVANIA, OCTOBER 25, 1986

In this case the issue was whether Pete Rozelle, the Commissioner of the NFL, was authorized under the terms of the NFL Constitution and/or the NFL Collective Bargaining Agreement to unilaterally impose more stringent drug testing programs than those provided in the Collective Agreement. The relevant provisions of the Collective Agreement regarding drug testing are cited above in the summary of the Sam Kagel arbitration.

On July 7, 1986, the NFL Commissioner announced a new drug testing program which provided, inter alia, for:

- more frequent drug testing including two "unscheduled" tests for each player during the season;
- placing all users of prohibited substances under medical care;
- suspensions and potential permanent bans on players who tested positive;
- retaining a particular company to conduct drug testing; and
- extension of drug testing to college players at NFL pre-season training camps.

In enacting this new program, the Commissioner purported to act under a section of the NFL Constitution which provided that the Commissioner could impose discipline by suspending and/or fining a

player "where the player has been guilty of conduct detrimental to the welfare of the league or professional football".

The NFLPA, however, cited the provisions of the Collective Bargaining Agreement regarding pre-season and reasonable cause drug testing (see above) and argued that these constituted a complete code on drug tests and therefore supplanted any residual power of the Commissioner to regulate on drug testing under his general authority over the "integrity of the game".

In making its argument, the NFLPA referred to several provisions in the Collective Agreement which gave precedence to the Collective Agreement where it conflicted with anything in the Constitution:

"The provisions of this Agreement supercede any conflicting provisions in the Standard Player Contract, the NFL Player Contract, the NFL Constitution and By-laws...or any other document effecting terms and conditions of employment of NFL players and all players, clubs, the NFLPA, the NFL, and the Management Council will be bound hereby."

"Any provisions of the Standard Player Contract, the NFL Constitution and By-laws...or any other document effecting terms and conditions of employment of NFL players, which are not superceded by this Agreement, will remain in full force and effect for the continued duration of this Agreement..."

"This Agreement represents the complete understanding of the parties on all subjects covered herein, and there will be no change in the terms and conditions of this Agreement without mutual consent....if any proposed change in the NFL Constitution and By-laws during the term of this Agreement could significantly effect the terms and conditions of employment of NFL players, then the Council will give the NFLPA notice of and negotiate the proposed change in good faith."

The arbitrator, Richard Kasher, held that the Rozelle program was authorized under the Commissioner's general power re the "integrity of the game" except to the extent that his program conflicted with the provisions of the Collective Agreement. The arbitrator went on to conclude that the "unscheduled" drug tests conflicted with the specific provisions of the Collective Agreement which provided only for pre-season and reasonable cause drug testing. However, the arbitrator held that the other elements of the Rozelle program either did not conflict with the provisions of the Collective Agreement or had to be further analyzed to determine whether a conflict existed.

Notwithstanding the arbitrator's decision to uphold many of the aspects of Rozelle's proposed drug testing program, it is clear that by striking down the "unscheduled" testing, the arbitrator's decision had the effect of severely curtailing the proposed program.

DRUG TESTING IN AMATEUR SPORTS

While amateur athletes no longer compete in a rarified world untainted by commercialism, most continue to compete for the challenge of competition, if only because (for the majority) the material rewards are minimal. When doping substances lead to improved performances, however, the competition shifts from athletic ability to the body's ability to react to an artificial performance enhancer.

Drug testing in amateur sports in Canada is aimed at preventing the use of performance enhancing substances such as anabolic steroids, stimulants, narcotic analgesics and beta blockers. The attached list of banned substances applies to all amateur athletes who belong to a provincial and/or national sports association. Although the list is extensive, it is continually expanded as new performance enhancers are developed.

Unlike professional sports, where drug testing is aimed primarily at "recreational" drugs, the thrust of amateur sport drug testing is entirely different. The problem of "recreational" drugs may exist in amateur sports (although it is less likely that amateur athletes can afford a "recreational" drug habit) however, the concern in amateur sports appears to be with the ethics of artificial performance enhancement and not with drugs per se. The key is the belief that athletes must compete within the limitations of their unadulterated physical capacities.

Maintaining an unadulterated physical state in as many athletes as possible is the focus of the testing procedures applicable to all Canadian amateur athletes who compete internationally. At each competition, a "doping committee" comprised of members of the Sports Medicine Council of Canada will make a random selection of athletes to be tested following the close of competition. After the athlete has completed his event, he will be advised by the committee that he has been selected for a drug test and will then be escorted by an official to the drug testing room. Upon entering the testing room the athlete is required to sign a form of consent to the test. If the athlete refuses to take the test he will become subject to the same penalties that may be imposed on an athlete who tests positive. Once the consent is signed the athlete proceeds to drink enough fluids until it becomes possible to urinate (often several litres later). The athlete is then followed into the washroom and gives a urine sample while under close observation. Blue dye is added to the water in the toilet so that the athlete cannot take water from the toilet bowl to dilute the urine sample. The athlete is also watched in order to prevent substitution of a vial of "clean" urine for the actual sample. Once this "procedure" is complete, the urine sample is taken to the doctor who then places the urine into two vials. The vials are then given letters - one is the "A" sample and the other the "B" sample. The vials are then sealed and packaged, hopefully never to be heard of again.

The "A" sample will be tested at a certified laboratory and if the test is positive, the athlete will be contacted and

the "B" sample will also be tested. If the "B" sample proves positive the athlete will then be subject to sanctions.

By: Ann Peel, member of the Board of the Canadian Track
and Field Association.

D. Limits on the Granting and Movement of Franchises

[i] Introductory Notes

The major thrust of these materials has been the relationship between players and clubs in professional sports. The following materials provide some insight into the relationship between professional sports teams, and the limitations on the ownership and movement of professional sports franchises.

In particular, the cases reproduced below raise the following issues:

1. The ability of existing league members to determine the suitability of a prospective owner where a transfer of ownership of a franchise is contemplated,
2. The ability of existing league members to control the creation of new franchises in the league,
3. The ability of existing league members to control the movement of a team from one location to another, and
4. The ability of a city or municipality to prevent the movement of a sports franchise to another location.

In the Canadian context, the first three issues noted above may be affected by Section 32.3 of the Patent Act which is set out earlier in these materials.

In addition to issues surrounding granting and movement of professional sports franchises, cases have also dealt with matters such as the ability of a league to prevent its members from acquiring ownership interests in other sports leagues (see for example North American Soccer League, The National Football League, 670 F.2d 1249 (1982)).

THE PLAYER'S AGENT

Introductory Notes

Background

Until approximately 20 years ago, most players negotiated their own contracts with their respective teams. Since that time, however, the involvement of professional player agents has grown steadily to the point where it is now quite rare for a player to negotiate a contract directly with his club. The growth in the use of player agents can be attributed primarily to the enormous increase in player salaries which has occurred in the last 20 years. With increased salaries, players have turned to professional agents to help them to obtain favourable contracts and to advise them with respect to their legal rights, financial management and tax planning. Although there are many factors which have contributed to the escalation in salaries, the major factors are: elimination of reserve clauses (discussed earlier in these materials); the creation of competing leagues; the development of free agency; mandatory salary arbitration; the development of collective bargaining; and increased media exposure through radio, network television, cable and pay television.

Role of Agents

An agent is someone who is given authority to transact business on behalf of another. The contract between the player and his agent establishes the nature and extent of the agent's authority to act on behalf of the athlete. Although it is not essential that the player/agent agreement be in writing, this is advisable. In addition, the athlete should obtain independent legal advice before entering into a written agreement with an agent. In the pages following we have set out the "recommended" National Football League player/agent contract.

The role of the agent will of course vary depending on the agreement with the athlete. In certain instances, the agent's role may be limited simply to negotiating the initial contract.

In other instances the agreement may be much broader and may incorporate the provision of complete financial management services. The following is a list of services commonly provided by a player agent:

- (e) Negotiating the terms of the original contract. As indicated earlier in these materials, many aspects of the Players Standard Form Contract are not negotiable. However, substantial latitude still exists for individual negotiation. For example, the agent will negotiate: the length of the contract; whether the contract is to be guaranteed by the club; signing bonuses; base salary and the form of payment of the base salary, i.e., is the salary to be deferred over a longer term than the contract itself?; performance incentives and bonuses, i.e., additional remuneration for scoring a certain number of goals or pitching a certain number of innings; and payment of expenses to players; i.e., travelling expenses, moving expenses, meal allowances.
- (f) Protecting the interests of the player during the term of the contract. This includes matters such as re-negotiating a contract during its term, trades, handling of salary and/or grievance arbitrations, resolving disputes with the club, etc.
- (g) Counselling the client. Because of the relative unsophistication of many young athletes, an agent will provide counselling regarding legal rights (if the agent is a lawyer), tax planning, investment advice, etc.
- (h) Financial management services. In many instances the agent (or the agent's management company) will administer the player's financial planning. For example, it is not uncommon for an agent to arrange for a player's salary to be paid directly to the agent with the agent paying the player an allowance and investing the balance.

- (i) Marketing. This is an area where a skilful agent can significantly increase the player's income by arranging for product endorsements, personal appearances, etc. The agent must be aware of the applicable terms of the Standard Player Contracts and Collective Agreements which may have a bearing on endorsements and personal appearances, etc. In addition (and particularly in the case of "superstars"), the agent will attempt to ensure that there is no unauthorized use of the player's image or name for commercial purposes.
- (j) Preparing the player for his life after his playing career is over. This may include matters such as financial and tax planning as well as helping the player obtain some other form of employment after his sports career is over.

Compensation

The form of the agent's compensation will vary depending on the contract with the player. Compensation can be based on an hourly rate, a flat rate, a percentage of the player's income or a combination of the three. Generally speaking, however, most agents work on a percentage basis. This is typically 3% to 10% of the player's "compensation". The definition of the player's "compensation" becomes very important in determining the agent's compensation. For example, will "compensation" include matters such as signing bonuses, incentive payments and income from endorsements and personal appearances?

Another very important factor regarding the agent's compensation is the timing of payments to the agent. For example, will the agent receive his remuneration upon execution of the Standard Player Contract or will it be deferred over a longer period? In this regard, the interests of the player and his agent can often diverge as the agent will want to receive his compensation at an early date, whereas the player would prefer in many cases to receive his own salary (and hence pay his agent) over a longer period. In many instances, the signing bonus negotiated by the agent for the player becomes the agent's compensation for negotiating the contract.

In 1982 the National Football League imposed certain maximum compensation rules for NFL players agents. For example, the agent is limited to 10% of the player's compensation in the first year of the player's contract (*in excess* of the minimum players salary stipulated by the NFL collective agreement). In the second year of the player's contract, the agent is limited to 5% of the compensation received by the player in excess of the minimum league salaries. In the third year this figure declines to 2% of "compensation" received in excess of the stipulated minimum salaries. These percentages can be increased if the agent manages to negotiate *guaranteed* contracts or where the agent has negotiated "exceptional" contract terms or has spent an exceptional amount of time in negotiations *and* the player agrees to the increased fee. It should also be noted that the NFL collective agreement defines "compensation" (for the purposes of calculating the agent's remuneration) to *include* the base salary and signing bonuses attributable to the base years of the contract (i.e., excluding the option years) but *exclude* matters such as incentive bonuses collectively bargained benefits or benefits automatically provided by the Standard Form Contract.

Selecting an Agent

The player must consider the competence and experience of the agent and matters of personal compatibility. In addition, the player will consider whether he wants a lawyer to act as his agent. While many agents are non-lawyers, the advantages to a player of using a lawyer as his agent include: lawyers are bound by legal and ethical codes of conduct, lawyers can advise as to the many legal issues that may arise, and lawyers have expertise in negotiating and drafting contracts.

Ethical Issues

In recent years, there has been much discussion of the ethical issues involved in the player/agent relationship. Many of these ethical concerns relate to conflicts of interest between the player and his agent. For example, if the agent also happens to act for the Players' Association, there may be conflicts between the interests of the player client and the interests of the Players' Association. Another area of conflict which is fairly common arises

where an agent represents several players on the same team. For example, the agent may be attempting to negotiate contracts on behalf of two players who are competing for the same position on the same team. Other areas of conflict involve financial matters where the interests of the player and his agent may diverge. For example, as noted above, a player may seek to have his salary deferred over a long period of time whereas the agent may prefer to see that salary paid over a shorter period in order to receive his compensation at an earlier date. In addition, an agent will have an interest in ensuring that a young player commences his career at a relatively early age, whereas a player may have an interest in furthering his education by spending time at university. Other major ethical areas for concern include the solicitation of potential clients by agents (particularly where the agent is a lawyer) and the handling of the client's funds and property (particularly important where the agent has substantial control over the player's income).

Regulation of Professional Sports Agents

The ethical problems referred to above plus concerns over the competence of agents have prompted some developments in the regulation of professional sports agents.

If an agent is also a lawyer, he will be bound by the ethical codes of conduct in force in his jurisdiction and by the normal duties of care imposed on lawyers. Therefore, the major concern in terms of regulation involves agents who are not lawyers.

There have been several attempts in the United States to regulate professional sports agents. In the pages that follow, we have reproduced a recent article on the *California Athlete Agencies Act*. The Act attempts to regulate professional player agents in California. In addition to statutes in various U.S. jurisdictions, certain non-statutory regulatory schemes have been developed. For example, in 1982, the National Football League established a scheme for the certification of NFL player agents. Certification is a prerequisite for negotiating NFL player contracts and such certification may be denied for a variety of grounds including previous misconduct by the agent and any other conduct effecting the agent's integrity or competence. In addition, the NFL rules contain disciplinary provisions

for agents who fail to comply with those rules. Other matters covered by the NFL Agreement include limits on the solicitation of players by agents and the imposition of ethical rules of conduct on agents.

In addition to the NFL Agreement, the Association of Representatives of Professional Athletes (ARPA) which is a voluntary association, has established a code of ethics dealing with the conduct of its members. Finally, it should be noted that agents acting on behalf of players in the American League and National League (baseball) must obtain a signed authorization from a player before they may negotiate with the club on behalf of a player.

Recently, the National Conference of Commissioners on Uniform State Laws, with the endorsement of the NCAA, developed the Uniform Athlete Agents' Act. This legislation, reproduced in the pages that follow, is already implemented in many states and requires all sport agents to register with a specific state agency in order to obtain a license to conduct business. This recent attempt will probably prove to be more successful at regulating professional sports agents in the United States; the act establishes a uniform set of rules regulating athletes' agents and holds them accountable for their actions.